

January 31, 2005

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER  
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: **ROXANN M. PARKER**  
STATE CONTRACT PROCUREMENT OFFICER II  
**302-857-4555**

SUBJECT: **AWARD NOTICE #8 - Effective February 1, 2010**  
**CONTRACT NO. 05-047-AH**  
PROFESSIONAL DRY CLEANING

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**TABLE OF CONTENTS  
OF  
KEY CONTRACT INFORMATION**

1. MANDATORY USE CONTRACT:.....	2
2. CONTRACT PERIOD: .....	2
3. VENDORS: .....	2
4. SHIPPING TERMS: .....	3
5. DELIVERY AND PICKUP:.....	3
6. PRICING: .....	5
ADDITIONAL TERMS AND CONDITIONS.....	10

## **KEY CONTRACT INFORMATION**

### **1. MANDATORY USE CONTRACT:**

[\(Return to Table of Contents\)](#)

**REF: Title 29, Chapter 6911(d) Delaware Code.** Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by the Division of Support Services, Department of Administrative Services. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

Pursuant to Procurement law, **Title 29, Chapter 69, Delaware Code,** effective 9/16/96, the State may award items to multiple vendors. In the best interest of the State, this contract takes advantage of this capability to use multiple vendors. Any vendor listed in this notice is a valid award vendor. You may use any one of the vendors and be legal according to State Law.

### **2. CONTRACT PERIOD:**

[\(Return to Table of Contents\)](#)

Each Vendors contract shall be valid for a three (3) year period from February 1, 2005 through January 31, 2008. Each contract may be renewed for two (2) additional one year periods through negotiation between the contractor and the Division of Support Services. Negotiation must be initiated no later than ninety (90) days prior to the termination of the current agreement.

This contract has been extended and will remain in effect through January 31, 2009.

This contract has been extended and will remain in effect through January 31, 2010 with pricing updates to Capitol Cleaners which are effective Feb. 1, 2009.

This contract has been extended and will remain in effect through February 28, 2010.

**This contract has been extended and will remain in effect through March 31, 2010.**

**As of Feb. 1, 2010, Fairfax Valet Cleaners is no longer a vendor for this contract.**

### **3. VENDORS:**

[\(Return to Table of Contents\)](#)

<b>VENDORS</b>	
<b>CAPITOL CLEANERS &amp; LAUNDERERS, INC.</b> 217 South New Street P. O. Box 1414 Dover, DE 19903 Contact: E. Stuart Outten III Phone: (302) 674-0500 Fax: (302) 674-1558 Federal E. I. #51-0098727	

**4. SHIPPING TERMS:**

[\(Return to Table of Contents\)](#)

F.O.B. destination, freight prepaid.

**5. PICKUP AND DELIVERY SERVICE:**

[\(Return to Table of Contents\)](#)

The successful vendor(s) are to deliver all materials covered by this contract as shown:

- \* Pick-up and delivery will be two (2) times a week.
- \* Items picked up on Monday will be returned Thursday of the same week.
- \* Items picked up on Tuesday will be returned Friday of the same week.
- \* Items picked up on Thursday will be returned the following Monday.
- \* Items picked up on Friday will be returned the following Tuesday.
- \* Any change in the delivery schedule must be approved by those agencies using the service.

**The following agencies are known users of the contract and require pick up and delivery service. It should be understood that additional agencies not listed may require pick up and delivery service.**

Delaware State Police Troop 1 605 Philadelphia Pk. Penny Hill Wilmington, DE	Delaware State Police Troop 6 3301 Kirkwood Hwy. Prices Corner Marshallton, DE
Delaware State Police Troop 2 State Road, Rt. 13 New Castle, DE	Delaware State Police Recom U.S. 13 New Castle, DE
Capitol Police Daniel Herrmann Courthouse Public Building Wilmington, DE	Court of Common Pleas 10th & King Sts. Wilmington, DE
Capitol Police - Headquarters 150 E. Water Street Dover, DE 19901	Delaware State Police Headquarters - U.S. 13 Dover, DE
Delaware State College U.S. 13 – Security Office Dover, DE 19901	Delaware State Police Troop 3 - Route 13A Camden, DE

**5. PICKUP AND DELIVERY SERVICE: (continued)**

Delaware State Police Troop 9 Route 13 Odessa, DE	Delaware State Police McKee Road Dover, DE
Delaware State Police Weigh Station 4580 N. DuPont Highway Townsend, DE 19734	DCC-Delaware Correction Center Smyrna, DE
DCC c/o Transportation Unit 245 McKee Road Dover, DE	DCC& Transportation Trailer Paddock Road Smyrna, DE
Delaware State Police Troop 4 - Route 113 Georgetown, DE	Delaware State Police Troop 7 - Five Points Lewes, DE
Delaware State Police Troop 5- Route 13 Bridgeville DE	SCI – Sussex Correctional Institution Georgetown, DE
Department of Correction Employee Development Center 245 McKee Road Dover, DE 19904	Department of Natural Resources & Environmental Control Division of Fish & Wildlife Route 24 Millsboro, DE

**NOTE:** In addition to the pick-up and delivery locations listed above, the Delaware State Police will require daily pick-up and delivery (Monday through Saturday) during the week of the Delaware State Fair at the Harrington Fair Grounds, Harrington, Delaware. (Approximately 15 uniforms per day.)

**6. PRICING:**

[\(Return to Table of Contents\)](#)

Prices will remain firm for the term of the contract year.

**CAPITOL CLEANERS AND LAUNDERERS, INC.**

ITEM NO.	DESCRIPTION	COUNTER SERVICE Effective 2/01/09	FULL SERVICE DELIVERY Effective 2/01/09
1	JACKET, UNIFORM, LIGHTWEIGHT	\$ 2.60	\$ 2.60
2	SUIT, (PANTS & COAT)	\$ 4.68	\$ 4.68
3	SPORT BLAZER	\$ 2.60	\$ 2.60
4	OVER COAT	\$ 3.12	\$ 3.12
5	RAIN COAT	\$ 3.12	\$ 3.12
6	LABORATORY COAT	\$ 1.56	\$ 1.56
7	BLOUSES & SHIRTS	\$ 1.30	\$ 1.30
8	SKIRTS	\$ 2.34	\$ 2.34
9	SLACKS	\$ 2.60	\$ 2.60
10	TIE	\$ .52	\$ .52
11	DRAPERY (PRICES PER SQ. FT.)	\$ .26	\$ .26
12	ROBES, JUDGES	\$ 2.60	\$ 2.60
13	BAND UNIFORM, CAPE	\$ 1.04	\$ 1.04
14	BAND UNIFORM, TUNIC	\$ 1.04	\$ 1.04
15	BAND UNIFORM, SASH	\$ 1.04	\$ 1.04
16	WOOL BLANKETS	\$ 2.60	\$ 2.60
17	LINED COVERALLS	\$ 3.12	\$ 3.12
18	UNLINED COVERALLS	\$ 2.60	\$ 2.60
19	SWEATERS	\$ 1.56	\$ 1.56

6. **PRICING:** (continued)

[\(Return to Table of Contents\)](#)

Prices will remain firm for the term of the contract year.

**CAPITOL CLEANERS AND LAUNDERERS, INC.**

	LAUNDERING	Effective 2/01/09	Effective 2/01/09
1	SHIRTS	\$ 1.30	\$ 1.30
2	SLACKS	\$ 2.60	\$ 2.60
3	SHORTS	\$ 1.56	\$ 1.56
4	BDU PANTS	\$ 2.60	\$ 2.60
5	BDU SHIRTS	\$ 2.60	\$ 2.60

(Rev. 10/06/08)

**CAPITOL CLEANERS AND LAUNDERERS, INC.**

**COUNTER SERVICE LOCATIONS**

**Contact – All Locations: E. Stuart Outten III**

Capital Cleaners 217 South New Street Dover, DE 19904 (302) 674-0500/(302) 736-3482	Capital Cleaners 220 Gateway South Shopping Center Dover, DE 19901 (302) 697-7236
Capital Cleaners 1064 Forest Avenue Dover, DE 19904 (302) 674-5536	Capital Cleaners 1221 S Governor Avenue Dover, DE 19904 (302) 674-5599
Capital Cleaners 600 N Broad Street Middletown, DE 19709 (302) 378-4744	Capital Cleaners 19 SW Front Street Milford, DE 19963 (302) 422-5316
Capital Cleaners 227 Stadium Street Smyrna, DE 19977 (302) 653-8201	Capital Cleaners 1000 Midway Drive, Suite 4 Harrington, DE 19952 (302) 398-4267
Capital Cleaners 178 N DuPont Hwy Dover, DE 19901 (302) 674-5534	Lighthouse 10 Lighthouse Plaza, Bldg 6 Rehoboth, DE 19971 (302) 227-0280
Capital Cleaners 1102 S State Street Dover, DE 19901 (302) 674-5545	Capital Cleaners 16 Marketplace Shopping Center Rehoboth, DE 19971 (302) 227-2015/(302) 227-1579

<b>PICK-UP</b>	<b>DELIVERY</b>
Friday	Tuesday
Tuesday	Friday

**HOURS OF OPERATION**

<b>DAY</b>	<b>TIME</b>
Monday – Friday	7:00 A .M. – 6:00 P.M.
Saturday	8:00 A. M. – 5:00 P. M.
Sunday	Closed

**CAPITOL CLEANERS AND LAUNDERERS, INC.**

***ALTERATIONS AND REPAIR LIST***

<b>DESCRIPTION</b>	<b>PRICE</b> Effective 2/01/09
<b><i>SHIRT/BLOUSE</i></b>	
SHORTEN W/O CUFF	\$ 5.45
SHORTEN W/CUFF	\$ 7.26
OPEN SHIRT, JACKET OR PANTS	\$ 1.82
POCKETS	\$ 4.16
REPLACE BUTTONS	No charge
SEW IN CREASES	\$ 1.59 per crease
<b><i>COATS</i></b>	
HEM SLEEVE	\$ 9.08
SLEEVES SHORTEN/LENGTHEN	\$ 10.09
REPAIR LINING	\$ 4.04
BUTTON REPAIR	No charge
REPLACE ZIPPER	\$10.40
REPAIR HEM/SEAM	\$ 4.04
REPLACE POCKET	\$ 4.54
OPEN COAT STITCHING	\$ 3.54
<b><i>PANTS</i></b>	
REPAIR INSEAM, HEM, CROTCH OR CUFF	\$ 6.24
BELT LOOP	\$ 1.04
REPLACE ZIPPER	\$ 8.32
<b><i>SKIRT</i></b>	
WAIST IN OR OUT	\$ 7.26
OPEN WAIST OR HEM	\$ 2.02
REPLACE ZIPPER	\$ 8.07
<b><i>DRESS</i></b>	
WAIST IN OR OUT	\$ 7.26
W/ OR W/O ELASTIC	\$ 7.26



**CAPITOL CLEANERS AND LAUNDERERS, INC.**

***ALTERATIONS AND REPAIR LIST (CONTINUED)***

<b><i>CURTAINS</i></b>	<b>Prices effective 2/01/09</b>
HEMMED LINED/UNLINED	<b>\$ 6.35 per panel</b>
SHEERS	<b>\$ 7.26 per panel</b>
<b><i>DRAPES</i></b>	
SINGLE WINDOW UNLINED	<b>\$13.62 per panel</b>
SINGLE WINDOW LINED	<b>\$18.16 per panel</b>
DOUBLE WINDOW UNLINED	<b>\$18.16 per panel</b>
DOUBLE WINDOW LINED	<b>\$18.16 per panel</b>
<b><i>ALTER WIDTH</i></b>	
UNLINED	<b>\$10.90 per panel</b>
LINED	<b>\$13.62 per panel</b>
<b><i>PATCHES</i></b>	
CHEVRONS	<b>\$1.56 each</b>
SERVICE STRIPES	<b>\$1.56 each</b>
SERVICE STRIPES	<b>\$1.56 each</b>

(Rev. 10/06/08)

## **ADDITIONAL TERMS AND CONDITIONS**

[\(Return to Table of Contents\)](#)

### **6. BILLING:**

The billing procedure shall be as follows:

1. The contractor shall submit monthly tickets, and **ORIGINAL** invoices to the ordering/using agency on the 10<sup>th</sup> day of each month to cover **ALL** dry cleaning charges for the previous month.
2. The invoices shall state the total dollar amount for each garment, i.e., shirts, pants, jackets, sweaters, etc.
3. The invoice shall show a separate line item for repairs.

**Contractors who are determined to be in default of this requirement SHALL have their Contract terminated.**

### **7. PAYMENT:**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt.

### **8. PRODUCT SUBSTITUTION:**

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by the Division of Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

### **9. ORDERING PROCEDURE:**

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The State makes payments for goods and services using procurement (credit) cards, electronic funds transfer and/or conventional checks. The contractor or vendor must accept full payment by procurement card and/or conventional check at the State's option, without imposing any additional fees, costs or conditions.

### **10. REQUIREMENTS:**

This contract is issued to cover the Professional Dry Cleaning requirements for The Department of Correction, State Police and DNREC Fish & Wildlife – Enforcement and shall be accessible to any School District, Political Subdivision, or Volunteer Fire Company.

**11. HOLD HARMLESS:**

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

**12. NON-PERFORMANCE:**

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

**13. FORCE MAJEURE:**

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

**14. AGENCY'S RESPONSIBILITIES:**

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.

**15. FORMAL CONTRACT AND/OR PURCHASE ORDER:**

No employee of the Contractor(s) is to begin any work prior to receipt of a State of Delaware Purchase Order signed by authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office. A purchase order, telephone call, fax or State credit card shall serve as the authorization to proceed with work in accordance with the bid specifications and the special instructions, once it is received by the Contractor(s).

**16. TERMINATION OF P.O.'s:**

- a. Termination for Cause If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner his obligations, or if the Contractor violates any of the covenants, agreements, or stipulations of this contract, the Agency shall have the right to terminate the P.O. by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the contractor in the performance of the P.O. shall, at the option of the Agency, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the Agency.
- b. Termination for Convenience The Agency may terminate the P.O. at any time by giving written notice of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the department, become its property and the Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials which are usable to the Agency. If the P.O. is terminated by the Agency for convenience, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor called for by the P.O., less payments or compensation previously made; provided, however, that if less than sixty (60) percent of the services covered by this contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this P.O.) incurred by the Contractor during the contract period which are directly attributable to the uncompleted portion of the services covered by this P.O.

**17. TERMINATION OF CONTRACT:**

- a. Termination for Cause - If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

- b. Termination for Convenience - The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least 15 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State. If the Contract is terminated by the State as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made. Provided however that if less than 60 percent of the services covered by this Contract have been performed upon the effective date of termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contractor during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract.

**19. CONDITION OF CLOTHING:**

The successful contractor is **not** required to sew patches on clothing that contain blood or offensive odor. If the contractor received such items; contact the customer and get authorization (in writing) to either launder the item(s) or make other arrangements for cleaning before the patches are sewn on.

**20. VOLUNTEER FIRE COMPANIES:**

Volunteer Fire Companies can use the state contract for their uniforms, and they shall receive contract pricing. However, if they bring in their personal clothing, the contractor is **not** obligated to give them the contract pricing.

**21. COUNTER SERVICE:**

Counter service will be provided on a carry in/carry out basis only. Contractor(s) will be expected to provide slips for pre-authorization by each agency for carry-ins. Garments carried in and processed by the vendor that have not been pre-authorized will not be paid for.

**Using agencies are required to list all authorized items to be cleaned.**

The following agencies are known users of counter service.

DNREC – Department of Natural Resources and Environmental Control
Division of Fish and Wildlife
Department of Agriculture
Delaware State Police
Department of Correction
Delaware Capitol Police

**22. INSPECTION:**

Upon receipt of the items by the individual, the material will be inspected, and if found to be defective or it fails in any way to meet the specifications as indicated in this proposal, the item(s) may be rejected. All rejected items or shortages or lost items must be reported to the vendor within fifteen (15) days of receipt.

**23. INSPECTION:**

Uniforms and all other articles are to be processed in a manner to render the finished product professional in appearance. The State of Delaware expects the successful vendor(s) to utilize cleaning products and processes capable of removing all stains and odors. The successful vendor(s) are to have necessary expertise to clean items in such a manner so shrinkage and other damages do not occur.

**Price to include, but not limited to, dry cleaning/laundry and pressing.**

**24. RETURN/PICKUP OF ITEMS:**

- A. It shall be the responsibility of the vendor to implement a system and maintain proper records that will require a minimum amount of effort on behalf of the users of the contract to assure accurate returns, drop-offs and pick-ups.
- B. Vendor shall be required to provide the supplies and receptacle to assure that accountability.
- C. The bidder must describe the system to be implemented - the description must accompany your bid.
- D. Each user of the contract listed herein shall designate a central pick-up per stop.
- E. Vendors must be able to verify pick-up and delivery or be prepared to assume responsibility of Lost/misplaced item(s) and the subsequent replacement thereof, at the full replacement cost of Items(s).
- F. Users shall require their employees to place their names inside each garment.
- G. Users shall designate a contact person at each pick-up to assure appropriate accountability.

After Award the Division of Support Services and using agencies reserve the right to negotiate and resolve any systematic difficulties with the successful vendor as they pertain to the Return/Pick-up system.

**25. MISHANDLED/DAMAGED AND LOST GARMENTS:**

After notification of complaint, either verbal or written, is received by the vendor; the vendor will have fifteen (15) days to rectify the complaint. If after fifteen (15) days, the vendor doesn't locate the lost garment, vendor shall be responsible for the subsequent replacement thereof, at the full replacement cost of item (s).

For mishandled/damaged items, if after fifteen (15) days the complaint is not resolved to the agency's satisfaction, the Division of Support Services will call a meeting with respective vendor, agency and all parties involved.

**26. REPAIRS, ALTERATIONS AND MINOR TAILORING:**

The successful vendor shall be expected to perform all alterations that are required to keep garments in first class condition, excluding normal wear. To include but not limited to: loose belt loop, loose button, loose patches stripes, etc.

Vendor is required to provide a price list with their bid for all other alterations and minor tailoring services they provide. The price list is to include the price per item for sewing on of sleeves, emblems, chevrons, service stripes, removal/placement of rank insignia and removal/placement of hash marks. Each agency will supply specifications regarding exact location of items on garments.

Items submitted for repairs, alterations and minor tailoring shall be returned within three (3) to five (5) days after receipt.

**27. FINISHED PRODUCTS:**

All articles are to be processed in such a manner to render the finished product professional in appearance. The State of Delaware expects the successful vendor(s) to utilize cleaning products and processes capable of removing all stains and odors. The successful vendor(s) are to have necessary expertise to clean items in such a manner so shrinkage and other damages do not occur. Price to include, but not limited to, dry cleaning/laundry or minor repairs and pressing.